YARDI

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SCHEDULE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

MULTIPLE AWARD SCHEDULE (MAS) – INFORMATION TECHNOLOGY

CONTRACT NUMBER: GS-35F-0731P

CONTRACT PERIOD: August 11, 2019 through August 10, 2024

PRICELIST CURRENT THROUGH: Mass Mod A812, MAS – 5/27/2020

For more information on ordering, visit www.gsa.gov/schedules

CONTRACTOR: Yardi Systems, Inc.
430 South Fairview Ave
Santa Barbara, CA 93117
(800) 866-1124 (telephone)
(805) 699-2041 (facsimile)
www.yardi.com

CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:

Daniel Campbell, Vice President, Government Services
Yardi Systems, Inc.
430 South Fairview Ave
Santa Barbara, CA 93117
805.699.2040 x1430 (telephone)
daniel.campbell@yardi.com

BUSINESS SIZE: Large Business

GSA

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CONTRACTOR INFORMATION

1a.   TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

Large Category: Information Technology

SIN 511210	Software Licenses
SIN 54151	Software Maintenance Services
SIN 54151S	IT Professional Services
SIN OLM	Order-Level Materials

1b.   LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN 511210	GSA2954	$ .38/transaction
SIN 54151	Phone Support	$ 113.64/hour
SIN 54151S	Tech Support	$ 112.44/hour

1c.   HOURLY RATES: See page 19

2.   MAXIMUM ORDER: See NOTE TO ORDERING ACTIVITIES (below)

SIN 511210	$500,000
SIN 54151	$500,000
SIN 54151S	$500,000
SIN OLM	$250,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contactor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3.   MINIMUM ORDER: $100

4.   GEOGRAPHIC COVERAGE: 50 States, DC and US Territories

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

5.   POINT(S) OF PRODUCTION: Same as contractor's address.

6.   DISCOUNT FROM INTERNAL RATE:
The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7.   QUANTITY DISCOUNT: See discount on license quantity purchase.

8.   PROMPT PAYMENT TERMS: 2%, Net 10

9.   GOVERNMENT PURCHASE CARD:

Accepted for sales at or below the micro-purchase threshold. Not accepted for purchases above   the micro-purchase threshold.

10.   **FOREIGN ITEMS**: None

11a.   **TIME OF DELIVERY**: 10 Days ARO

11b.   **EXPEDITED DELIVERY:** Please contact the Contractor for availability and rates.

11c.   **OVERNIGHT AND 2-DAY DELIVERY:** Please contact the Contractor for availability and rates.

11d.   **URGENT REQUIRMENTS:** N/A

12.   **FOB POINT:** Origin

13a.   **ORDERING ADDRESS:** Same as contractor address above

13b.   **ORDERING PROCEDURES**:
Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14.   **PAYMENT ADDRESS**: Same as contractor address above

15.   **WARRANTY PROVISION:** See warranty under terms and conditions for SIN 511210

16.   **EXPORT PACKING CHARGES**: Not Applicable

17.   **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**:
Government purchase cards will be acceptable for payment below the micro-purchase threshold.

18.   **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**
Not Applicable

19.   **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable

20.   **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**
Not Applicable

20a.   **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** None

21.   **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable

22.   **LIST OF PARTICIPATING DEALERS**: None

23.   **PREVENTIVE MAINTENANCE** : None

24a.   **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None

24b.   **SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**
Not Applicable

25.   **DUNS NUMBER:** 120975172

26.   **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.   ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Limited Warranty from Yardi Software License and Service Agreement

During the term of the Agreement, Licensor (Yardi Systems, Inc.) warrants that the License Program will perform as specified in the Licensed Program Documentation (user manuals) regarding the Licensed Programs agreed to with ordering agency. At any time during the first ninety (90) days after the effective date of the agreement, Client may elect to return the Licensed Programs and cancel this Agreement, in which event, Licensor will refund to Client all amounts paid by Client to Licensor pursuant to this Agreement less reasonable costs for initial set-up, implementation, training and support of the Licensed Programs.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4.   TECHNICAL SERVICES

The Contractor, with additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in support of the software. The technical support number 800-947-2233 is available between 6:00A.M. and 4:00P.M. (Pacific Time) Monday through Friday (excluding holidays).

5.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined: (select software maintenance type) :

_____   1.   Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

_____X_____   2.   Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6.   PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)
a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
b.   Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
c.   Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
e.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE   (not applicable)
a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION   (not applicable)
a.   After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)
a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the   ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10.   SOFTWARE CONVERSIONS - (SIN 511210) (not applicable)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12.   RIGHT-TO-COPY PRICING
The Contractor shall insert the discounted pricing for right-to-copy licenses.

PRICING
SIN 511210 Term Software Licenses

Yardi Voyager ® PUBLIC HOUSING - *Property Management and Compliance Software designed for management of public housing properties*

A highly effective tool for managing a full range of subsidized housing, from conventional Public Housing to Housing Choice Vouchers and other special subsidized programs. Yardi Public Housing Authority modules offer the only one-stop solution for all types of low-income and affordable housing program management, including Project Based Tenant Assistance and Low Income Tax Credit Compliance. In addition, this program offers full financial transaction processing including payables, purchasing, AR and cash collections. Regardless of the complexity of your portfolio, Yardi's integrated solution facilitates operations and reduces time and resource requirements by providing a single database with a user-friendly interface including drill-down to a powerful general ledger at the core.

PRODUCT/MODULE		
	Yardi #	**Cloud-Host (ANNUAL LICENSE FEE)**
UNIT BASED PROGRAM		
Voyager Property Management (includes iWait)	GSA1053	$16.72/unit[1]
ADD-ON MODULES		
Voyager Affordable (includes Tax Credit and iWait)	GSA1031	$3.67/unit
Voyager Construction (including Grant Management)	GSA1040	Included
Voyager Budget and Forecast	GSA1035	$3.67/unit
Voyager Inspections	GSA1049	Included
Mobile Inspections (PHA)	GSA1050	$1.67/unit
ADDITIONAL FEES		
Additional DUs	GSA2541	$418.14/DU
Start-up Fees	GSA1077	$250.88/DU

Notes:
1. Pricing for Property Management module applies to total number of units within a building. Minimum of 1,000 units required.
2. Designated Users (DU)= Total licensed users or operators to use system. Included is 1 DU per 100 units.
3. All pricing includes the .75% Industrial Funding Fee.

Yardi Voyager ® MILITARY HOUSING - Property Management Software designed for management of government owned and leased military housing properties

Yardi's highly regarded commercial property management software is now customized for managing government owned and leased military housing. Manage occupancy across installations, and view data by several key military attributes, such as service branch, facility pay grade category, service member pay grade, and BAH rate. Service member demographics, such as family members, rank, and disability are all provided, and additional user-defined data fields can be added with little effort. In addition to standard leasing functionality, Yardi also provides functionality for Maintenance and Inspections to manage facilities. A robust military reporting package is included, and user query tools are also available. Military-specific interfaces are available to DFAS, Yardi Wait List, MAC, and DEERS. As with all Yardi modules, this application is web-based.

PRODUCT/MODULE		
	Yardi #	**Cloud-Host (ANNUAL LICENSE FEE)**
UNIT-BASED PROGRAMS		
Voyager Property Management (Family Housing)	GSA1061	$22.06/unit1
Voyager Property Management (Unaccompanied Housing)	GSA8237	$22.06/unit1
ADD-ON MODULES		
Military Waitlist Interface	GSA1062	$3.67/unit
Military Café	GSA8270	$7.35/unit
Fixed Assets	GSA2145	$3.67/unit
Inventory Control	GSA2146	$7.35/unit
ADDITIONAL FEES		
Start-Up Fees	GSA1077	$220.65/DU[2]

Notes:
1. Pricing for Property Management module applies to total number of units within a building. Minimum of 1,000 units required.
2. Designated Users (DU)= Total licensed users or operators to use system. Included is 1 DU per 100 units.
3. All pricing includes the .75% Industrial Funding Fee.

Yardi Voyager ® COMMERCIAL REAL ESTATE - Property Management and Investment Software designed for management of commercial real estate properties

A highly effective tool for managing the full range of commercial real estate assets, from office to warehouse and retail properties. In addition, this program offers full financial transaction processing including payables, purchasing, AR and cash collections. Regardless of the complexity of your portfolio, Yardi's integrated solution facilitates operations and reduces time and resource requirements by providing a single database with user-friendly interface including drill-down to a powerful general ledger at the core.

PRODUCT/MODULE		
	Yardi #	**Cloud-Host (ANNUAL LICENSE FEE)**
DESIGNATED USER BASED PROGRAM		
Voyager Commercial Property Management	GSA2204	$2327.46/unit[2]
ADD-ON MODULES		
CheckScan Self Serve(requires online payments)	GSA2954	$0.388/trans
Online Payments (Requires CommercialCAFE)	GSA2956	$0.388/trans
P2Pplus Self Service	GSA8156	$0.776/trans
P2Pplus Full Service	GSA8157	$1.74/trans[3]
Construction	GSA1040	$775.82/DU
Inventory Control	GSA2146	$775.82/DU
Fixed Assets	GSA2145	$775.82/DU
Limited Use Maintenance Users	GSA2143	$387.91/DU
CommercialCAFE	GSA2249	$775.82/property
Investment Management	GSA2326	$5440.81/DU
Advanced Accounting	GSA2624	$9697.75/5 DU's
Advanced Budgeting	GSA2168	$1,158.69/DU[3]
Added Regions	GSA2332	$23,173.80/region[4]
Orion Document Management (Commercial)	GSA8135	$775.82/DU
ADDITIONAL FEES		
Start-up Fees	GSA1077	$232.75/DU

Notes:
1. Pricing for commercial management modules applies to total number of Designated Users (DUs) accessing the system. Minimum of 10 users required for Annual Fee pricing.
2. Designated Users (DU)= Total licensed users or operators to use system.
3. Minimums apply.
4. Regions available are 1) UK/Europe 2) North America 3) Australia 4) Asia 5) South America.
5. All pricing includes the .75% Industrial Funding Fee.

PRICING
SIN 54151 Maintenance of Software as a Service

Product Support Services: Yardi shall provide technical support and maintenance for the Licensed Programs through its account managers and technical staff to Client's designated contact for day to day operational inquiries by Client through telephone or e-mail contacts. Every client has access to Yardi's dedicated support site, Yardi Client Central. There you will find the latest training videos, documentation, release notes, and technical tips 24 hours a day. Product support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include any data conversion. These services, if ordered, are specified as Additional Services specified herein below.

Total Hours Included: The total amount of support time included in the fees in this Agreement will be calculated at the rate specified in the pricelists. Any annual periods covered by an Agreement shall begin on the Effective Date of the Agreement and shall not include unused support time from prior years. If additional hours of technical support are needed by the Client during each annual period, additional hours may be purchased at the rates specified for Additional Services herein below.

Yardi Voyager ™

ITEM	ANNUAL LICENSE
Annual Support & Upgrades	Includes .1% on annual software amount[1]
ADDITIONAL SERVICES	**RATE**
Implementation, Training, Development/Needs Analysis, Data Conversion Services, Custom Programming/Report Writing	$189.41/hour (plus expenses)
Phone Support	$113.64/hour

Notes:
1. Number of annual support hours is based on .1% of the total software costs included in the contract.
2. Annual support & upgrades include license fees, updates/upgrades, designated users and computer hours of software phone support. All calls into phone support will be billable, unless related to a software error or for the purpose of providing user set-up assistance and guidance in the implementation of the software.
3. All pricing includes the .75% Industrial Funding Fee.

ADDITIONAL SERVICES

IMPLEMENTATION

Client shall provide, at the location designated the computer equipment on which the Licensed Programs are to be installed. Client agrees that such computer equipment shall be installed and fully operational before beginning installation of the Licensed Programs and that this functionality is the responsibility of the Client. The Licensed Programs shall be installed only at the location specified in the Specific Terms. Client shall grant Yardi access to the site and computer equipment as determined and for the period of time required for implementation and/or training and shall give Yardi priority use of such equipment during those periods. Database and network administration will be the responsibility of the client.

TRAINING

Yardi is committed to meeting each client organization's training needs. We offer a wide variety of cost-effective learning resources, from self-service video tutorials and webinar sessions to follow-up training at client offices and at Yardi user conferences. Hands-on, uninterrupted training for users and IT staff is available to better understand our programs or to help smoothly handle the transition to our product. Onsite training is available or classroom training is held in Santa Barbara, CA, Dallas, TX and Raleigh-Durham, NC.

DEVELOPMENT/NEEDS ANALYSIS

Yardi formulates/defines system scope and objectives for assigned projects by devising or modifying procedures to solve complex problems considering computer equipment capacity and limitation, operating time and form of desired results. Yardi can prepare detailed specifications from which programs will be written and could be responsible for program design, coding, testing, debugging and documentation. Yardi has full technical knowledge of all phases of applications systems analysis and programming. May be responsible for quality assurance review.

Yardi assists clients in selecting the most appropriate equipment and platform for their needs. We tailor an implementation plan to our client's schedule. We help clients establish and meet internal goals to ensure that Yardi's software installation is smooth, efficient, and timely.

DATA CONVERSION SERVICES

Part of a successful implementation is the proper transfer of data from an old system to a new Yardi system. Yardi's data conversion services help clients streamline the automatic conversion of key data. Yardi provides technical analysis, design and development support for data conversion/electronic data exchange information systems. We utilize national and international protocols and standards to develop electronic data communications capabilities.   Yardi also defines and develops supporting technical and operational documentation as well as supporting database systems. Electronic data conversion is available on a pre-scheduled basis. Client will be billed for electronic conversion services, if ordered at the hourly rate specified. Data preparation and post conversion 'clean-up' is inherent in any data conversion. Additional costs associated with client's conversion are billable against support hours. Unless otherwise agreed, client shall be solely responsible for data conversion, data entry and verification of data.

CUSTOM PROGRAMMING/REPORT WRITING

Yardi analyses functional business applications and design specifications for functional activities by developing block diagrams and logic flow charts and then translating the detailed design to the programmer. Yardi maintains current release levels on all related software. We modify existing operating systems software as well as create special purpose software or operating system routines to ensure the efficiency and integrity of the operating systems and applications software.

APPLICATION/PHONE SUPPORT

At a mutually agreed time, we transfer application support from the implementation project manager to an account manager. Organized in market- and region-specific teams, Yardi account managers work with a single point of contact in the client's organization to deliver an invaluable first-line support. Our standard support plan includes a block of support hours via a toll-free hotline or email from 8 am to 5 pm local time Monday through Friday. Off-hour or extended support can be arranged as needed, although the standard plan addresses most of our clients' needs.

HOSTING CONNECTIVITY SUPPORT

Yardi clients receive 24/7/365 connectivity support from our dedicated Yardi Cloud Services team.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE
a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER
a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES
In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I --OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR
All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
      (1) The offeror;
      (2) Subcontractors; and/or
      (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS
The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

IT Services, Training & Consulting

For every real estate market, Yardi has the industry-leading asset and property management solution. Whether your portfolio is commercial, residential, or mixed—no matter where your properties are located, Yardi offers you superior tools to centralize and manage every aspect of your business with unparalleled efficiency and ease.

Client Services
Our comprehensive client support program offers a wide variety of services, including professional services, system implementation, training, technical support, custom programming, application hosting, and more services key to maximizing your success.

Yardi Hosting Services
With Yardi's Application Service Provider (ASP) Hosting Service, your real estate enterprise benefits from the power and performance of our state-of-the-art Voyager suite of products, while relying on Yardi to provide and maintain the IT infrastructure, support services, staff and security necessary to keep your system operating at peak efficiency.

Client Central
As a Yardi client, have access to interactive case management, knowledge base, online implementation tools and training, product documentation and release notes, Yardi User Forum, general news items, and technical tips 24 hours a day.

Professional Services Group
Our Professional Services Group can assist you with implementation services, project management, needs analysis, data conversion, customization and tailored training to ensure that you gain maximum value from your Yardi software.

Training Services
Yardi Systems is committed to meeting the training needs of your business and offers a wide variety of cost-effective learning resources to suit the individual learning needs of your employees. We offer both on-site and online training, classroom training, tailored training manuals, user conferences, and more.

Consultants
In addition to our own in-house Professional Services Group, Yardi works with many independent consultants all over the world who can also assist you with implementation and a variety of other services for your Yardi software.

PRICING
SIN 54151S IT Professional Services

Labor Category	Price
Project Manager	$210.82
Consultant III	$187.40
Consultant II	$168.66
Consultant I	$140.55
Tech Support Rep	$112.44
Senior Developer	$234.24
Developer	$187.40
Programmer/Report Writer	$187.40
Systems Trainer	$187.40
Software Analyst	$187.40

Service Contract Act: The Service Contract Act (SCA) is applicable to this contract as it applies to the entire PSS MOBIS Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

SIN 54151S DESCRIPTION OF IT SERVICES (Labor Categories)

Project Manager

Minimum/General Experience:
B.S. or B.A. Degree with minimum of 10 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:
Senior executive responsible for supervision of IT software development, integration, maintenance projects, and/or telecommunications systems. Must be capable of leading projects that involve the successful management of teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing automated information and/or telecommunications systems. Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Conducts and or participates in project staff meetings and client meetings to resolve issues staff, tools and methods.

Consultant III

Minimum/General Experience:
B.S. or B.A. Degree with minimum of 10 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:
Senior consultant responsible for oversight and automation of complex IT business practices within the time frame specified by the customer and that all of the requirements are met. Must be able to assess products and procedures for compliance with government standards, accounting principles, and multitiered system application standards. Must be able to grasp interrelationships between financial management requirements and automation solutions, considering the current system environment and the potential integration of added systems concurrently or later. Prepares milestone status reports and presentations for colleagues, subordinates, and end user representatives. Coordinates all aspects of complex financial application automation, requesting guidance only in extremely difficult situations. Completes objectives independently within the negotiated budget. Directs the activities of more junior consultants or other staff as necessary on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills.

Consultant II

Minimum/General Experience:
B.S. or B.A. Degree with minimum of 8 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:
Possesses expert-level knowledge and experience applying analytic methodologies and principles to address client needs. Must be able to clearly define government financial business practices for integration into the government financial business system. Identifies potential problems and solutions through analysis identifying recommended solutions. Must be able to work with functional specialists, automation specialists, contractors, vendors, and customers to effectively automate the customer's requirements into an automated application. Acts as a focal point for coordinating all disciplines in the recommended solution. Must be able to apply state-of-the-art applications that will effectively automate financial/real estate applications in the most effective manner while adhering to the established accounting principles and practices. Works closely with Senior Consultant. Directs the activities of junior staff as necessary.

Consultant I

Minimum/General Experience:
B.S. or B.A. Degree with minimum of 6 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:
Under general supervision, assists in determining the feasibility of automating government financial business practices. Must be able to define governmental financial business practices and electronic commerce and electronic data interchange (EC/EDI) opportunities and to incorporate the defined processes into an automated solution that includes relational databases and distributed systems. Supports consulting functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Must be able to communicate with both IT- and end user individuals. Applies sound accounting and data processing principles while developing automated processes to fit an existing financial/real estate application.

Tech Support Rep

Minimum/General Experience:
Associates Degree with minimum of 3 years of experience providing technical help phone/desk support. Knowledge of accounting or property management preferred. Have a knowledge and understanding of applicable technical concepts and practices. An Associate's Degree or a related Technical Certificate from a Technical School or recognized Vocational Program or two years additional experience in lieu of education.

Functional Responsibility:
Provide phone technical and operational support to clients using Yardi software. Serve as the point of contact for troubleshooting hardware, software, workstation, network and peripheral problems. Develop and maintain status reports and records.

Sr. Developer

Minimum/General Experience:
B.A. or B.S. with minimum of 5 years experience as a software developer. Knowledge and understanding of applicable technical concepts and practices is required. In lieu of education an additional four years experience is required.

Functional Responsibility:
Formulates/defines system scope and objectives for assigned projects. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitation, operating time and form of desired results. Prepares detailed specifications form which programs will be written. May be responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of applications systems analysis and programming. May be responsible for quality assurance review.

Developer

Minimum/General Experience:
B.A. or B.S. with minimum of 3 years experience as a software developer. Knowledge and understanding of applicable technical concepts and practices is required. In lieu of education an additional three years experience is required.

Functional Responsibility:
Analyses functional business applications and design specification for functional activities. Develops block diagrams and logic flow charts. Translates detailed design to programmer. Maintains current release levels on all related software. Maintain backups of all related software. Define and maintain recovery documentation and procedures for all related software. Modify existing software as well as create special purpose software or operating system routines. Ensure the efficiency and integrity of the systems and applications software.

Programmer/Report Writer

Minimum/General Experience:
B.A. or B.S. with minimum of 5 years experience as a software programmer. A knowledge and understanding of applicable technical concepts and practices is required.   In lieu of education an additional two years experience is required.

Functional Responsibility:
Analyses functional business applications and design specification for functional activities.   Develops block diagrams and logic flow charts. Translates detailed design to programmer. Maintains current release levels on all related software. Maintain backups of all related software. Define and maintain recovery documentation and procedures for all related software. Modify existing operating systems software as well as create special purpose software or operating system routines.   Ensure the efficiency and integrity of the operating systems and applications software.

Systems Trainer

Minimum/General Experience
B.A. or B.S. with minimum of 5 years experience providing training and implementing accounting or property management software. A Bachelor's Degree is required. In lieu of education an additional five years experience is required.

Functional Responsibility:
Responsible for all activity associated with training and implementation of the Yardi software.   May oversee contract fulfillment and service levels of an outstanding training function. Consults with Yardi and client personnel to coordinate activities. Prepares activity and progress reports.

Software Analyst

Minimum/General Experience:
B.A. or B.S. with minimum of 5 years experience providing electronic data conversion/electronic data exchange information systems and associated systems development and operational support. Have a knowledge and understanding of applicable technical concepts and practices. In lieu of education an additional five years of education is required.

Functional Responsibility:
Provide technical analysis, design and development support for data conversion/electronic data exchange information systems.   Utilizes national and international protocols and standards to develop electronic data communications capabilities.   Define and develop supporting technical and operational documentation as well as supporting database systems.

ATTACHMENT A – SAAS SUBSCRIPTION AGREEMENT

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("**Yardi**"), and

Client (referred to as "Client" or "Ordering Activity")
Address
Address

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means the date of the last party signature on this Agreement.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement, and if and to the extent applicable, in accordance with the GSA Schedule Pricelist.

i. "**Force Majeure Event**" has the meaning indicated by FAR 52.212-4(f).

j. "**Initiation Date**" means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Undisputed Fees**" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) within 60 days of invoice.

p. "**Use**" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central. In the event of any conflicts between the terms of this Agreement and the terms of use then presented on Client Central, the terms of this Agreement shall control. For the avoidance of doubt, the parties acknowledge that the Client shall be bound by the terms of use then presented on Client Central to the extent such terms of use do not conflict with this Agreement.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or

publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.
a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's 1st Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement may be renewed at Client's election by both parties executing an agreement in writing for successive 1-year optional renewal terms (each a "**Renewal Term**") unless Yardi provides written notice of non-renewal to Client at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Intentionally Omitted.**

c. **Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Yardi shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provi-

sions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.
a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule) and the GSA Schedule Pricelist.

b. **Failure to Pay.** Undisputed Fees shall accrue interest from their due date until paid at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

c. **Taxes.** Yardi shall state separately on invoices taxes excluded from the Fees, and Client agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3 (as applicable).

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.
a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 5 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.
a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.
a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**
(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)
- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)
- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)
- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi shall submit any disputes relating to non-payment pursuant to the Contract Disputes Act and will continue performing its obligations under this Agreement pending final resolution of any such dispute.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.
a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.**

Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) [reserved]; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "**Receiving Party**") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "**Disclosing Party**") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Yardi recognizes that government agencies are subject to certain public disclosure requirements as imposed by applicable law (including the Freedom of Information Act, 5 U.S.C. 552), which requires that certain information be released, despite such information being characterized as Confidential Information pursuant to this Agreement. To the extent reasonably practicable and permitted by law, Client will notify Yardi of any Yardi Confidential Information that is the subject of, or related to, a pending public records act request so that Yardi may take such as steps it deems necessary to protect its Confidential Information from disclosure.

d. Ownership and Return of Confidential Information. The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE

WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.
a. **Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING DAMAGE WAIVER SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM YARDI'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**

b. **Liability Limit. IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIABILITY LIMIT SET FORTH IN THIS SECTION 11(B) (LIABILITY LIMIT) SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM YARDI'S GROSS NEGLIGENCE; (2) DAMAGES CAUSED BY YARDI'S ACTS OF FRAUD; OR (3) ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**

12. Ownership.
a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Indemnification.
a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction**. If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

14. Programming Services.
a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule) in accordance with the GSA Schedule Pricelist, if applicable. Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.
a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. <u>Outsourcing</u>.
a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. <u>Dispute Resolution.</u> Reserved.

18. <u>General Provisions</u>.
a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the Federal laws of the United States.

c. **Venue**. Jurisdiction and venue shall be determined by applicable Federal statute.

d. **Reserved.**

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices**.
(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:
Attn: Name
Title
CLIENT
Address
Address

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. **Entire Agreement.** This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire**. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

m. **Modification**. The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure**. Excusable delays shall be governed by FAR 52.212-4(f).

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

p. **Signature; Counterparts**. This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

CLIENT ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Date: _____

Print Name: _____

Title: _____

Rev. 010319

SCHEDULE A

Fee Schedule

To be attached.

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

To be attached.

SCHEDULE C

Additional Terms

To be attached.